Case 1:19-cr-00286-AMD Document 25-3 Filed 09/30/19 Page 1 of 6 PageID #: 230

FILED: NEW YORK COUNTY CLERK 03/07/2019 04:15 PM

NYSCEF DOC. NO. 7

INDEX NO. 154756/2018
RECEIVED NYSCEF: 03/07/2019

October 22, 2018

Lydia C. Hills, Esquire Law Office of Lydia C. Hills 300 Cadman Plaza West, 12<sup>th</sup> Floor Brooklyn, NY 11201

Dear Ms. Hills.

This is to enlighten you concerning the presumption of court appearances that you may not be aware of since attorneys are taught a coloring of law and not Canon or Common Law. Color-of-Law is NOT law. It's fiction for corporate fictions of which I am not.

#### Canon 3228 (v): The Presumption Of Summons

A summons, when unrebutted, stands as *Truth in Commerce*. Attendance in a Court is usually invoked by <u>invitation</u> and therefore one who attends Court initiated by a summons, warrant, subpoena or replevin bond, is presumed to accept the position of a (defendant, juror, witness or thing) and the (jurisdiction) of the Court.

If these instruments are not rejected and returned, with a copy of the rejection filed clearly on the Public Record (jurisdiction) the presumed position and the presumption of guilt also stands as *Truth in Commerce*.

The answer/response/reply to the subpoena is now rebutted via my notarized, sixteen-word statement of across the face of the summons refusing the invitation, which states: I DO NOT ACCEPT THIS OFFER TO CONTRACT AND I DO NOT CONSENT TO THESE PROCEEDINGS and filed with the State's Attorney and the Clerk of the Court placing it on the Public Record.

Please advise Ms. Rodgers, your client to abandon this heartless effort to try to destroy my musical legacy for selfish, personal enrichment. If she persists in court action she will be subjected to public opinion during the discovery process. For example, my law team is prepared to request the production of the medical test results proving the origin of her STD claim, as well as 10 personal male witnesses testifying under oath about her sex life in support of her claim and complete records of her text/face time message exchanges, which will be reviewed to match and be authenticated by the recipient to insure there are no omissions or deletions.

If Ms. Rodgers really cares about her own reputation she should cease her participation and association with the organizers of this negative campaign. Counter actions are in the developmental stages and due to be released soon.

Sincerely,

Robert Sylvester Kelly

FILED: NEW YORK COUNTY CLERK 03/07/2019 04:15 PM

NYSCEF DOC. NO. 7

INDEX NO. 154756/2018
RECEIVED NYSCEF: 03/07/2019

# SUPREME COURT OF THE STATE OF NEW YORK COUNTY OF NEW YORK

FAITH A. RODGERS

Plaintiff

V.

**INDEX NO: 0000** 

ROBERT SYLVESTER KELLY a/k/a R. KELLY

Alleged Defendant

#### NOTICE OF DELIVERY

TO: THE LAW OFFICE OF LYDIA C. HILLS, P.C. 300 Cadman Plaza West, 12th Floor Brooklyn, New York 11201

I, June Barrett, declare that I caused the foregoing Notice of Delivery to the Clerk of the Court including attachments: I DO NOT ACCEPT THIS OFFER TO CONTRACT and I DO NOT CONSENT TO THESE PROCEEDINGS on the face of the Summons and Verified Complaint and Demand For Jury Trial, Living Testimony in the Form of An Affidavit and an Faith Rodgers pictures and text messages to be served upon the persons listed below by having a copy of said Notice of Delivery and attachments electronically delivered to Supreme Court of the State of New York located 60 Centre Street New York, NY 10007 on November 19, 2018

y: All Rights Reserved

June Barrett c/o 1826 South Millard Avenue Chicago, Illinois State CF60623CF

Phone: 312/513-1020

Email: junespointofview@yahoo.com

Case 1:19-cr-00286-AMD Document 25-3 Filed 09/30/19 Page 3 of 6 PageID #: 232 FILED: NEW YORK COUNTY CLERK 03/07/2019 04:15 PM INDEX NO. 154756/2018 NYSCEFE POCDONO: NO. 1 RECEIVED RECEIVED PNYSEEF; 203/27/2019 INDEX NO .: SUPREME COURT OF THE CITY OF NEW YORK **COUNTY OF NEW YORK** Autograph FAITH A. RODGERS, All Rights Reserved, Without Prejudice Plaintiff. - against -Notary ROBERT SYLVESTER KELLY a.k.a. R. KELLY Date efendant. JUNE A BARRETT Official Seal Notary Public - State of Illinois My Commission Expires Nov 15, 2020 Signature (Rule 130-1.1-a) laintiff. Raith A. 300 CADMAN Service of a copy of the within is hereby admitted

3 of 6

Dated:

Attorney(s) for

Case 1:19-cr-00286-AMD Document 25-3 Filed 09/30/19 Page 4 of 6 PageID #: 233

FILED: NEW YORK COUNTY CLERK 03/07/2019 04:15 PM

INDEX NO. 154756/201

RECEIVED RECEIVED NYSCEF; 23/07/2019

NYSCEE EPOC DOO: 7NO. 1

SUPREME COURT OF THE STATE OF NEW YORK COUNTY OF NEW YORK

FAITH A. RODGERS,

Index No.

Plaintiff,

Defendant.

- against -

SUMMONS

ROBERT SYLVESTER KELLY a.k.a. R. KELLY,

Autograph

All Rights Reserved, Without Prejudice

To the above named Defendant:

Notary

YOU ARE HEREBY SUMMONED to appear in the Supreme Court of the State of

NE A BARRETT Da

New York, County of New York, at the office of said court located at 60 Centre Street, in the Notary Public - State of Illinois

County of New York, City and State of New York, within the time provided by the as noted

below and to file your answer to the summons and complaint with the Clerk.

PLEASE TAKE NOTICE that upon your failure to answer within the time prescribed

under applicable law, Plaintiff Lai h A. Rodgers shall seek and obtain judgment against you by

default for the relief demanded in the Verified Complaint pursuant to Section 3215 of the New

York Civil Practice Law and Rules, together with the costs and fees of this action.

Dated:

Brooklyn, New York

May 21, 2018

Lydia C. Hills, Esq.

Attorney for Plaintiff

THE LAW OFFICE OF LYDIA C. HILLS, P.C.

300 Cadman Plaza West, 12th Floor

Brooklyn, New York 11201

347-674-8338 (Office)

347-074-6336 (Office

347-694-8338 (Fax)

LHills@TheHillsFirm.com

Case 1:19-cr-00286-AMD Document 25-3 Filed 09/30/19 Page 5 of 6 PageID #: 234

FILED: NEW YORK COUNTY CLERK 03/07/2019 04:15 PM

NYSCEE PRO DNO. 7 NO. 2

INDEX NO. 154756/2018

RECEIVED RECEIVED NYSCEF: 03/02/2019

SUPREME COURT OF THE STATE OF NEW YO COUNTY OF NEW YORK	RK
FAITH A. RODGERS,	X
Plaintiff,	Index No.
- against -	VERIFIED COMPLAINT
ROBERT SYLVESTER KELLY a.k.a. R. KELLY,	By: And DEMAND FOR JURY Autograph
Defendant.	All Rights Reserved, Without Prejudice
	-x 2

Notary

d to as "Plaintiff

attorney, LYDIA C. HILLS, ESQ. of The Law Office of Lydia Catchills, P.C., as and for her

Verified Complaint against the Defendant ROBERT SYLVESTER "R" KELLY (bording ite referred to as "Defendant" or "R. Kelly"), respectfully alleges as follows:

Notary Public - State of Illinois

Plaintiff FAITH A. RODGER A BARRETT REFERENCE TO THE PROPERTY OF THE PROPERTY

## THE PARTIES

- 1. Plaintiff, Faith A. Rodgers, an individual, is a United States citizen and a residual of the State of Texas. Plaintiff traveled to the State of New York, where she had significant interactions with Defendant, which gave rise to the cause of action herein.
- 2. Derendant, Robert Sylvester Kelly, an individual, upon information and belief, is a United States citizen and a resident of the State of Illinois. Defendant traveled to the State of New York to perform and interact with Plaintiff at times relevant to the subject litigation.

FILED: NEW YORK COUNTY CLERK 03/07/2019 04:15 PM

INDEX NO. 154756/2018 RECEIVED NYSCEF: 03/07/2019

### **Testimony**

- I, Robert Sylvester Kelly, an Illinoian of Chicago, Illinois State make oath and say/hereby affirm that:
- (1) I DO NOT ACCEPT THIS OFFER TO CONTRACT AND I DO NOT CONSENT TO THESE PROCEEDINGS.
- (2) I am exempt and not subject to this court so I don't know why you are even addressing me or why you continue to address me when I do not accept this offer to contract and I do not consent to these proceedings.
- (3) I am a flesh and blood, living, breathing American National and native of Illinois.
- (4) **Private Agreement** is mutually agreed upon and entered into on the Fourteenth Day of the Ninth Month in the Year of Our Source Two Thousand Seventeen between the juristic person, ROBERT SYLVESTER KELLY©, also known by any and all derivatives and variations in the spelling of said name except "Robert Sylvester Kelly," hereafter jointly and severally "Debtor," and the living, breathing, flesh-and-blood man, known by the distinctive appellation Robert Sylvester Kelly©, hereinafter "Creditor."
- (5) ROBERT SYLVESTER KELLY. In this Private Agreement the term "ROBERT SYLVESTER KELLY" means ROBERT SYLVESTER KELLY©, and any and all derivatives and variations in the spelling of said name except Robert Sylvester Kelly Common Law Copyright © 1985 Robert Sylvester Kelly©. All Rights Reserved.
- (6) **Robert Sylvester Kelly**. In this Private Agreement the term "Robert Sylvester Kelly" means the sentient, living being known by the distinctive appellation "Robert Sylvester Kelly." All rights are reserved re use of Robert Sylvester Kelly©, Autograph Common Law Copyright © 1985 by Robert Sylvester Kelly©.
- (7) Since I am not voluntarily involved in any of this and never conscionably was, and since my assets have been or are being dragged into this mess without my knowledge or consent, and since all the other Parties that secretively are benefitting or benefited themselves at my expense are now trying to palm this situation off on me, and since this Court works for those same Parties and is acting in Gross Conflict of Interest and under Color of Law--- any issue related to this complaint that continues to involve me or affect my assets in any way is going to be settled by Private Binding Arbitration and I am going to choose the Arbiter.

(8) Now you've made your "Offer" and I've made mine and it is time for all of you to give me some answers.

By: Date:

e: 10 10 18

Witness

Autograph Common Law Copyright © 1985 by Robert Sylvester Kelly© All Rights Reserved. No par of this Autograph Common Law Copyright may be used, nor reproduced in any manner, without prior, express, written consent and acknowledgment of Robert Sylvester Kelly as signified by Robert Sylvester Kelly's signature in red ink. Unauthorized use of "Robert Sylvester Kelly" incurs same unauthorized-use fees as those associated with ROBERT S. KELLY ©, as set forth in paragraph "(1)" under "Self-executing Contract/Security Agreement in Event of Unauthorized Use" Enclosure: Published Copyright Notice.